



LAKE COUNTY  
FLORIDA

REQUEST FOR PROPOSAL (RFP)  
MOTOR GRADERS OPERATING LEASE (LONG TERM)

RFP Number: 14-0608 Contracting Officer: Donna Villinis  
Pre-Proposal  
Proposal Due Date: December 11, 2013 Conference Date: Not Applicable  
Proposal Due Time: 3:00 p.m. RFP Issue Date: November 20, 2013

TABLE OF CONTENTS	PAGES
SECTION 1: Special Terms and Conditions	2-11
SECTION 2: Statement of Work	12-14
SECTION 3: General Terms and Conditions	15-18
SECTION 4: Pricing/Certifications/Signatures	19-25
SECTION 5: Attachments	26-41

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Not applicable to this solicitation
Indemnification/Insurance:	Not applicable to this solicitation
Pre-Proposal Conference/Walk-Thru:	Not applicable to this solicitation

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the proposal due date. A separate contractual document will be signed by the County and the awarded firm.

**NO-RESPONSE REPLY**

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County’s Vendor List, please mark the appropriate space, complete name below and return this page only.

Not interested at this time; keep our firm on Lake County’s Vendors List for future solicitations for this product / service

Please remove our firm from Lake County’s Vendor’s List for this product / service.

**VENDOR IDENTIFICATION**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**Section 1.1: Purpose**

The purpose of this solicitation is to establish a contract for the long term operating lease of two (2) motor graders for the Lake County Public Works Department, Road Operations Division in conjunction with the County's needs.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Donna Villinis, CPPB, Senior Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473  
E-mail: [dvillinis@lakecountyfl.gov](mailto:dvillinis@lakecountyfl.gov)

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award**

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated using the following criteria:

1. Option which best serves the needs of the County.
2. Technical specifications of the proposed motor graders – the technical portion of the proposal will be weighed more heavily than the cost proposal.
3. Proposed lease, maintenance agreement services, parts availability.
4. Proposed costs.
5. Delivery timeframe.
6. Other relevant criteria.

**Section 1.4: Pre-Proposal Conference**

Not applicable to this solicitation.

**Section 1.5: Term of Contract**

The County will consider three (3) options for the lease of two (2) motor graders:

- 1) an operating lease with full maintenance for forty-eight (48) months;
- 2) an operating lease with full maintenance for sixty (60) months; or
- 3) an operating lease with full maintenance for seventy-two (72) months.

It shall be the County's sole determination which option to choose, based on which is deemed to be in the County's best interest.

**Section 1.6: Prices shall be Fixed**

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for the term of the contract length selected by the County.

**Section 1.7: Method of Payment**

The County will consider the following lease payments options:

- 1) Paid one (1) month in arrears;
- 2) Paid one (1) month in advance;
- 3) Paid one hundred twenty (120) days, prepayment in advance;
- 4) Prepayment one (1) year in advance.

Invoices shall be submitted in duplicate to Lake County Board of County Commissioners, Attention: Department of Public Works, PO Box 7800, Tavares, Florida, 32778-7800. Invoices shall be itemized by equipment serial number(s).

All invoices shall contain the contract and/or purchase order number, date and location of service, acceptance of the service by the appropriate County representative. Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**Section 1.8: Insurance**

The Lake County Board of County Commissioners is self-insured and shall provide applicable certificates to the vendor upon request. The County will not provide nor pay for additional commercial insurance for the unit.

**Section 1.9: Bonds**

Not applicable to this solicitation.

**Section 1.10: Delivery**

Time is of the essence in delivery of these units. Previously used units that are acceptable to the County may be provided until delivery of a new unit is completed for a period not to exceed five (5) months.

Proposer shall state on the proposal pricing sheet the number of days from the date of the executed contract and/or purchase order for receipt of the equipment.

**Section 1.10.1: Delivery Ticket to Accompany Equipment at Delivery**

The vendor shall include a complete delivery ticket with the equipment to be delivered in conjunction with this solicitation.

**Section 1.11: Acceptance of Equipment**

The equipment to be provided hereunder shall be delivered to the County, maintained as applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract or upon initial inspection, the item will be returned, at vendor expense, to the vendor. The vendor shall provide a direct replacement for the item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

**Section 1.12: Warranty**

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provide herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

**Section 1.13: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk

of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

The outside of each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

**Section 1.14: Completion Requirements for Request For Proposal (RFP)**

**Two (2) original proposals and three (3) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, at the County's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger.

**Section 1.14.1: Proposal Format**

The following items shall be included and submitted with your proposal in the order, separated into sections, with each section identified:

Tab A: RFP Coversheet completed.

Tab B: Statement of Interest – to be submitted on the firm’s letterhead and include the following:

1. Concisely state the firm’s understanding of the services required by the County. The vendor may include any additional relevant information not requested elsewhere in the RFP under this tab.
2. The signature on the statement shall be that of a person authorized to represent and bind the firm.

Tab C: Proposed Approach and Process

1. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed.
2. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

Tab D: RFP Document – submit the entire RFP document under Tab D. Ensure that the following sections/attachments of the RFP are completed:

1. Pricing/Certifications/Signature Forms. Complete Section 4, with all entries completed.
2. Vendor Profile Form (Attachment 1). Attach proof of license to practice in Florida.
3. Reference Form (Attachment 2). Provide at least three (3) references to which your company has leased the same type of equipment, with at least two (2) being government agencies. The form may be copied if needed.

Tab E: Product Literature and/or Pictures. Provide any and all product literature and/or pictures of the equipment proposed. Information provided must be of sufficient quantity and quality to provide a clear and precise understanding of the product being offered.

Tab F: Technical Specifications. Provide a description of all technical specifications for all systems, to include full disclosure of all components.

Components shall include, but not be limited to, Engine, Transmission, Rear Drive, Tires, Front Axle, Wheel Lean, Steering, Articulation, Brakes, Hydraulic System, Moldboard, Blade Range, Blade Lift Mechanism, Moldboard Turntable, Drawbar, Scarifier, Main Frame, Capacities, Instrumentation, Operator Area, etc.

- Tab G: Maintenance and Service Support. Provide a complete description of how maintenance, service and support will be handled. Included shall also be your ability to provide replacement parts.
- Tab H: Delivery. Provide an accurate estimate of when the units will be delivered.
- Tab I: Financial Stability. Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer.

### **Section 1.15: Additional Equipment**

The County may require the Vendor to add additional equipment to the unit(s) to comply with applicable safety laws and procedures at no additional cost to the County. The County may also add additional equipment to enhance the effectiveness of the unit at the County's expense. Such enhancements may be removed from the unit at the end of the lease period at the County's expense, provided that such removal does not significantly alter the unit or diminish its value.

### **Section 1.16: Compliance with Federal Standards**

All items to be leased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

### **Section 1.17: Demonstration of Equipment May Be Required During Evaluation**

After receipt of offers by the County, the Vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the Vendor of such in writing and will specify the date, time and location of the demonstration. If the Vendor fails to perform the demonstration on the specified date stipulated in the notice, the

County may elect to reject that Vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the Vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the Vendor during the contract period shall conform to the equipment used in the demonstration. The Vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

#### **Section 1.18: "Equal" Product can be considered**

If a product requested by this RFP has been identified in the specifications by a brand name, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of the product that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications.

Unless the Vendor clearly indicates in its proposal that it is proposing an alternate product, the proposal shall be considered as offering the same brand name referenced in the specifications.

If the Vendor proposes to furnish an alternate product, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the proposal and the determination as to acceptability of the alternate product shall be the responsibility of the County and will be based upon information furnished by the Vendor. The County will not be responsible for locating or securing any information which is not included in the proposal. To ensure that sufficient information is available, the Vendor shall furnish as part of the bid or proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final.

#### **Section 1.19: Equity**

Lake County is not soliciting any equity or ownership in this unit. The County will not accept any U.C.C. (Uniform Commercial Code) filings. The County will not provide an IRS (Internal Revenue Service) Form 8038 / 8038G. The Vendor may however propose or the County may request a purchase price at fair market value for any unit being leased at any time during the lease period.

**Section 1.20: Exception to Specifications**

Proposers taking exception to any part or section of these specifications shall indicate such exception on your company letterhead and attach it to this Proposal Request.

**Section 1.21: Factory Scheduling Delays**

Factory scheduling delays must be reported to the County within twenty-four (24) hours of notification to the Vendor.

**Section 1.22: Literature**

Proposers must furnish all information requested in the proposal. Each proposal must submit descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with any proposal will not satisfy this provision. Proposals, which do not comply with these requirements, will be subject to rejection.

**Section 1.23: No Indemnification:**

The Lake County Board of County Commission is a political subdivision of the State of Florida therefore cannot indemnify the Vendor or Lessor.

**Section 1.24: Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

**Section 1.25: Operating Lease and Maintenance Agreement**

The County's standard operating lease and maintenance agreement (Section 5, Attachment 3) is attached for your review. The County does not anticipate making any major changes to this agreement. Terms and Conditions included within the operating lease and maintenance agreement shall be included as part of the Vendor's submittal. Any proposed revisions should be submitted with the proposal.

Note: End of lease date to be the same for all two (2) motor graders.

Vendors are hereby advised that in no event shall an assignment to a third party financing company be permitted unless such financing company agrees to assume all responsibilities set forth in the executed lease agreement, including the assumption of all maintenance responsibilities. The County shall not make lease payments unless the party accepting the payments is contractually obligated to fulfill all maintenance responsibilities.

**Section 1.26: Ownership**

The County, when leasing, will not take title to any unit. The title shall remain in the owner's name.

**Section 1.27: Purchase Option**

The County may elect to purchase the equipment at the end of the lease at a fair market value if it is in the best interest of the County. The County will negotiate the purchase price and payment terms at that time.

**Section 1.27.1: Purchase Option - Maintenance Agreement**

In the event the County elects to purchase the equipment at the end of the lease period, a maintenance agreement shall be made available to the County after the expiration of the equipment lease period.

**Section 1.27.2: Purchase Option - Warranty**

In the event the County elects to purchase the equipment at the end of the lease period, the vendor shall furnish a comprehensive parts and labor warranty of not less than two (2) years. The time period for said warranty shall commence on the date of conversion to purchase and County acceptance.

**Section 1.28: Return of Unit**

The unit will be returned to Vendor, in the condition in which they were operated, promptly at the end of the lease period with normal service wear and tear assumed. Vendor will assume also that cosmetic damage is normal wear and tear, and since all maintenance and repair is the responsibility of the vendor/lessor, no claim for damages based upon abnormal wear and tear shall be made. Cosmetic damage shall include minor scratches or dents, but shall not include the following specifically limited items: (1) large dents covering 25% or more of the individual parts surface area in the sheet metal, (2) guards, (3) broken glass, or (4) broken lights so long as such things are not caused by the negligence of the vendor/lessor. Unit (s) may include damage repair. Hours will be guaranteed not to exceed an average of 1250 hours annually.

The Vendor shall be solely responsible for any costs related to inspection of the unit at the end of the lease term. The Vendor may schedule an end of lease inspection with the Road Operations Division Manager (or designee) within thirty (30) days of the end of the lease period.

The Vendor shall be solely responsible for all costs related to the pickup, loading and transporting the unit to and from the County's designated site(s).

**Section 1.29: Right to Inspect**

Lessor may during reasonable business hours inspect the leased unit to confirm compliance with the terms of the Lease. Since the equipment may be used at locations throughout the County or at controlled access sites, the Lessor shall make an appointment at least two (2) business days prior to the inspection.

**Section 1.30: Service Facility Shall be Provided in Central Florida by the Vendor**

Offers will only be accepted from vendors which have service facilities that are located in Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter counties). Service facilities are defined as facilities that can provide a full range of parts and repairs for the items covered by this solicitation and resultant contract.

The County reserves the right to perform an inspection of these service facilities during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, level of security, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County shall be final.

**Section 1.31: Taxes**

All fees, assessments and taxes which may now or hereafter become due or are imposed upon the ownership of the unit are the sole responsibility of the Lessor.

**SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS****GENERAL:**

The County is seeking proposals from vendors qualified to lease (long term) two (2) motor graders for the Lake County Public Works Department. The motor graders will be used for road operations.

The motor graders shall be new, unused and a current production model. The motor graders shall be equipped with all standard equipment as shown in the manufacturers printed literature and optional equipment listed in this scope of services.

The motor graders shall meet all applicable requirement of the American National Standard Institute (ANSI Safety Standard as required by the Occupational Safety and Health Administration (OSHA) at the time of manufacture.

Awarded Vendor shall provide on-site operator and mechanic training upon delivery of motor graders.

The County will not accept prototype equipment.

The equipment shall be built for the U.S. Market and sold or leased by a factory-authorized dealer.

The equipment proposed on this request shall be the manufacturer's standard equipment with no alterations. The County will not lease or purchase altered equipment or custom designed equipment unless expressly provided for in this proposal document.

The Vendor shall furnish all tools and equipment (if necessary) for normal field adjustment of the awarded equipment. Prices for the foregoing shall be included in the proposal price.

The Vendor shall include at least two (2) copies of service, parts, and operator's manuals with the equipment upon delivery.

The Vendor/lessor shall be responsible for **all** service, maintenance, and repair both scheduled and unscheduled of the purchased or leased units in accordance with the following:

1. **Operational Condition:** Units shall be well maintained in top operating condition with 100% of all parts, components, and systems operational. All pin, hitches and moving parts shall be tight and within manufacturer's standards or tolerances. Engines, transmissions, drive axles, and hydraulic systems shall be in peak operational condition at all times absent of leaks, blow-by, reduced hydraulic pressures or driveline noise.
2. **Lake County Responsibility:** Lake County will be responsible for the daily fueling, checking of fluid levels (adding if necessary), greasing of fittings (if required),

reporting to Vendor's designated representative any maintenance required, fire damage and repair, all repair costs resulting from damage due to fire (not caused by machinery malfunction), windstorm, flood, vandalism, accidents, and operator's negligence.

3. Downtime: Should the Vendor fail to complete the required service, maintenance or repairs and return the equipment to duty, or should the Vendor fail to supply the necessary parts or labor to effect the repair within forty-eight (48) continuous hours (including holidays, Saturdays and Sundays) from telephonic notification by the County to the Vendor, a delay charge equal to eight hundred dollars (\$800.00) per calendar day, per unit shall be deducted from any leasing charge or maintenance fee schedules. Vendor will be given the option of furnishing like equipment in lieu of delay charge. If the delay charge is a result of natural disaster, charges will not be made.
4. Transportation: All transportation for service, maintenance, and repair shall be the responsibility of the Vendor.

The awarded Vendor will be responsible for keeping the County work site safe, clean, and orderly. Any contamination of the work site by the Vendor shall be the responsibility of the Vendor.

### **MINIMUM REQUIREMENTS:**

#### **Quantity**

- A. Two (2) Motor Graders.

At a minimum, the proposed motor graders shall have the following features:

#### **Engine:**

- A. Liquid cooled six (6) cylinder diesel with minimum of 140 net hp @ 1900 RPM minimum.

#### **Transmission:**

- A. Minimum of power shift with direct drive.
- B. Minimum of eight (8) forward and four (4) reverse speeds.

#### **Brakes:**

- A. Wet multiple disc.

**Steering and Articulation:**

- A. Front steer plus articulated.
- B. Articulation twenty (20) degrees.
- C. Joystick steering controls with steering wheel assist.

**Moldboard / Scarifier:**

- A. Fourteen feet (14') long.
- B. Front mount scarifiers.
- C. Minimum five (5) shanks.
- D. Minimum twelve inch (12") penetration.

**Operator Environment:**

- A. Low profile cab with Air Conditioning and Heat.
- B. Cloth adjustable seat.
- C. Gauges including hour meter, fuel, articulation, engine coolant temperature.
- D. AM / FM Radio.

**Tires:**

- A. 13.0 – 24 10 PR 9" single piece rim.

**Lights:**

- A. Cab mounted, front and rear.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Contract:** The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to whom award has been made.

**County:** Shall refer to Lake County, Florida.

**Modification:** A written change to a contract.

**Proposal:** Shall refer to any offer(s) submitted in response to a Request for Proposal.

**Proposer:** Shall refer to anyone submitting an offer in response to a Request for Proposal.

**Request for Proposal (RFP):** Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

**3.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers’ Responsibilities**

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Proposals**

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

**3.3 PREPARATION OF PROPOSALS**

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

**BE CAUSE TO REJECT THE PROPOSAL.**

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

**3.4 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

**3.5 PROHIBITION AGAINST CONTINGENT FEES**

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

**3.6 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

**3.7 INCURRED EXPENSES**

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

**3.8 COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

**3.9 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

**3.10 CANCELLATION OF SOLICITATION**

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

**3.11 AWARD**

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

**3.12 GENERAL CONTRACT CONDITIONS**

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

**3.13 OTHER AGENCIES**

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

**3.14 CONTRACT EXTENSION**

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

**3.15 WARRANTY**

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

### **3.16 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

### **3.17 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### **3.18 CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

### **3.19 LAWS, RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

### **3.20 SUBCONTRACTING**

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

### **3.21 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

### **3.22 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

### **3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

### **3.24 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

### **3.25 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

### **3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

### **3.27 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

### **3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **3.29 RIGHT TO AUDIT**

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY as required by statute following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making

adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

### **3.30 PUBLIC RECORDS/ COPYRIGHTS**

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

### **3.31 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### **3.32 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### **3.33 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the

County may require the contractor to provide any insurance certificates required by the work to be performed.

### **3.34 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

### **3.35 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### **3.36 TRUTH IN NEGOTIATION CERTIFICATE**

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

### **3.37 GRANT FUNDING**

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. .

**RFP TITLE: MOTOR GRADERS OPERATING LEASE (LONG TERM)**

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

<b>Part I:</b>
<p>The bidder must list below the dates of issue for each addendum received in connection with this RFP:</p> <p style="text-align: center;">Addendum #1, Dated: _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
<b>Part II:</b>
<p><input type="checkbox"/> No Addendum was received in connection with this RFP.</p>

**PROPOSAL FORM****Option 1:**

Operating Lease-Full Maintenance, **FORTY-EIGHT (48)** month lease term (hours not to exceed an average of 1250 hours/year)

Make and Model Bid: \_\_\_\_\_

Delivery Date: \_\_\_\_\_

**Lease Price Option (1)**

One month, in arrears \$\_\_\_\_\_ each per month - Total each forty-eight (48) months

\$\_\_\_\_\_ x two (2) machines equals \$\_\_\_\_\_

\$\_\_\_\_\_/hr. for each additional hour over 1250 hours annual average

**Lease Price Option (2)**

One month, in advance \$\_\_\_\_\_ each per month – Total each forty-eight (48) months

\$\_\_\_\_\_ x two (2) machines equals \$\_\_\_\_\_

\$\_\_\_\_\_/hr. for each additional hour over 1250 hours annual average

**Lease Price Option (3)**

Prepayment 120 days in advance \$\_\_\_\_\_ each per month - Total each forty-eight (48) months

\$\_\_\_\_\_ x two (2) machines equals \$\_\_\_\_\_

\$\_\_\_\_\_/hr. for each additional hour over 1250 hours annual average

**Lease Option (4)**

Prepayment one (1) year in advance \$\_\_\_\_\_ each per year - Total four (4) years

\$\_\_\_\_\_ x two (2) machines equals \$\_\_\_\_\_

\$\_\_\_\_\_/hr. for each additional hour over 1250 hours annual average

**Option 2:**

Operating Lease-Full Maintenance, **SIXTY (60)** month lease term (hours not to exceed an average of 1250 hours/year)

Make and Model Bid: \_\_\_\_\_

Delivery Date: \_\_\_\_\_

Lease Price Option (1)

One month, in arrears \$\_\_\_\_\_ each per month - Total each sixty (60) months

\$\_\_\_\_\_ x two (2) machines equals \$\_\_\_\_\_

\$\_\_\_\_\_/hr. for each additional hour over 1250 hours annual average

Lease Price Option (2)

One month, in advance \$\_\_\_\_\_ each per month - Total each sixty (60) months

\$\_\_\_\_\_ x two (2) machines equals \$\_\_\_\_\_

\$\_\_\_\_\_/hr. for each additional hour over 1250 hours annual average

Lease Price Option (3)

Prepayment 120 days in advance \$\_\_\_\_\_ each per month - Total each sixty (60) months

\$\_\_\_\_\_ x two (2) machines equals \$\_\_\_\_\_

\$\_\_\_\_\_/hr. for each additional hour over 1250 hours annual average

Lease Price Option (4)

Prepayment one (1) year in advance \$\_\_\_\_\_ each per year - Total five (5) years

\$\_\_\_\_\_ x two (2) machines equals \$\_\_\_\_\_

\$\_\_\_\_\_/hr. for each additional hour over 1250 hours annual average

**Option 3:**

Operating Lease-Full Maintenance, **SEVENTY-TWO (72)** month lease term (hours not to exceed an average of 1250 hours/year)

Make and Model Bid: \_\_\_\_\_

Delivery Date: \_\_\_\_\_

Lease Price Option (1)

One month, in arrears \$\_\_\_\_\_ each per month - Total each seventy-two (72) months

\$\_\_\_\_\_ x two (2) machines equals \$\_\_\_\_\_

\$\_\_\_\_\_/hr. for each additional hour over 1250 hours annual average

Lease Price Option (2)

One month, in advance \$\_\_\_\_\_ each per month - Total each seventy-two (72) months

\$\_\_\_\_\_ x two (2) machines equals \$\_\_\_\_\_

\$\_\_\_\_\_/hr. for each additional hour over 1250 hours annual average

Lease Price Option (3)

Prepayment 120 days in advance \$\_\_\_\_\_ each per month - Total each seventy-two (72) months

\_\_\_\_\_ x two (2) machines equals \$\_\_\_\_\_

\$\_\_\_\_\_/hr. for each additional hour over 1250 hours annual average

Lease Price Option (4)

Prepayment one (1) year in advance \$\_\_\_\_\_ each per year - Total six (6) years (hours not to exceed an average of 1250 hours/year)

\$\_\_\_\_\_ x two (2) machines equals \$\_\_\_\_\_

\$\_\_\_\_\_/hr. for each additional hour over 1250 hours annual average

Location of parts and service facility:

---

---

Miles from Tavares, FL \_\_\_\_\_miles

**OTHER OPTIONS? – Attach with complete details.**

**Preferred payment option:** \_\_\_\_\_

**COMPLIANCY: Please indicate if the proposed motor graders meet the following required specifications by checking the appropriate line. Exceptions noted shall include documentation as required in the solicitation documents.**

QUANTITY

A. Two (2) Motor Graders Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

ENGINE:

A. Liquid cooled 6 cylinder diesel with minimum of 140 net hp @ 1900 RPM Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

TRANSMISSION:

A. Minimum of Power shift with direct drive Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

B. Minimum of 8 forward and 4 reverse speeds Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

BRAKES

A. Wet multiple disc Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

STEERING AND ARTICULATION:

A. Front steer plus articulated Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

B. Articulation 20 degrees Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

C. Joystick Controls Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

MOLDBOARD:

A. 14' long Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

B. Front or Mid mount scarifiers Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

C. Minimum 5 shanks Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

D. Minimum 12" penetration Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

OPERATOR ENVIRONMENT:

A. Low profile cab with Air Conditioning Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

B. Cloth adjustable seats Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

C. Gauges including hour meter, fuel, articulation, engine coolant temperature Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

D. AM/FM Radio Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

TIRES:

A. 13.0 – 24 10 PR 9” single piece rim Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

LIGHTS:

A. Cab mounted front and rear Y \_\_\_\_\_ N \_\_\_\_\_ Exception \_\_\_\_\_

\*\*\*\*\*

**By Signing This Proposal the Proposer Attests and Certifies That:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any related contract(s).

**Certification Regarding Acceptance of County Electronic Payable Process**

The vendor will accept payment through the County’s VISA- based electronic payment system:  Yes  No

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): \_\_\_\_\_
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted:  Yes  No If “yes” is checked, provide supporting detail:  
\_\_\_\_\_  
\_\_\_\_\_

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: \_\_\_\_\_

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_

<b>General Vendor Information and Proposal Signature:</b>	
Firm Name:	_____
Street Address:	_____
Mailing Address (if different):	_____
Telephone No.:	_____ Fax No.: _____ E-mail: _____
FEIN No. _____ - _____	Prompt Payment Terms: _____ % _____ days, net _____
Signature:	_____ Date: _____
Print Name:	_____ Title: _____
<b>Award of Contract by the County: (Official Use Only)</b>	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
<b>Vendor awarded as:</b>	
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official: _____ Date: _____	
Printed name: _____ Title: _____	
Purchase Order Number assigned to this contract for billing purposes: _____	

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Vendor Profile Form**

**Attachment 2: Reference Form**

**Attachment 3: Sample Operating Lease and Maintenance Agreement**

**ATTACHMENT 1 - VENDOR PROFILE FORM**

<p>1. Firm (or joint venture) Name &amp; Address:</p>	<p>1e. Licensed to do business in the State of Florida?          _____ Yes _____ No</p>
<p>1a. FEIN #          _____</p>	<p>1f. Name, Title &amp; Telephone Number of Principal to Contact</p>
<p>1b. Year Firm was established _____</p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization?          Yes _____ No _____</p> <p>If you answered yes, please provide proof.</p> <p>1d. Firm is a Certified Minority Business Enterprise          Yes _____ No _____</p>	<p>1g. Address of office to perform work, if different from Item 1.</p>
<p>2. Please list number of people by discipline that your firm/joint venture will commit to the County's project.</p>	
<p>3. If submittal is by joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:</p> <p>3a. Has this joint venture previously worked together? Yes _____ No _____</p>	

ATTACHMENT 2 – REFERENCE FORM

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

**ATTACHMENT 3 – SAMPLE OPERATING LEASE AND MAINTENANCE  
AGREEMENT**

(See following pages)

**OPERATING LEASE AND MAINTENANCE AGREEMENT  
BETWEEN  
LAKE COUNTY, FLORIDA AND  
\_\_\_\_\_  
FOR MOTOR GRADERS  
RFP 14-0608**

**THIS OPERATING LEASE AND MAINTENANCE AGREEMENT** is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “County”, and \_\_\_\_\_, a Florida corporation, authorized to do business in the State of Florida, its successors and assigns, hereafter “Lessor”.

**WHEREAS**, the County has publicly issued a Request for Proposal, RFP #14-0608, in accordance with the Lake County Purchasing Policies and Procedures for firms qualified to provide two (2) Motor Graders for the Lake County Public Works Department, Division of Road Operations; and

**WHEREAS**, the Lessor desires to provide and maintain such equipment subject to the terms of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Lease Term.** The Lease term for each unit identified in the Equipment and Payment Schedule attached hereto and incorporated herein by reference as **Exhibit A**, shall commence on its “Delivery Date”, which is the date the County takes possession of the Equipment, and shall continue for a period of \_\_\_\_\_( ) months, unless otherwise terminated. All parties agree that title to the Equipment shall at all times remain with the Lessor during the lease term and renewal term, if any. The County will not accept any U.C.C. filings, nor will the County provide a IRS Form 8038/8038G.
3. **Payments.** During the lease term, the County shall make all lease payments on a timely basis, including lease payments that are required to be made in the renewal term, if any. See the Equipment and Payment schedule attached hereto as **Exhibit A**. The County shall not be entitled to cancel or terminate this Lease except as expressly provided herein. Any lease payment received from the County shall be applied to this Lease. Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
4. **Option to Renew; Option to Purchase.** The initial Lease Term may be renewed for successive one (1) year periods at the same pricing, terms and conditions contained herein, upon sixty (60) days written notice to the Lessor prior to the expiration of the then current lease term. If the County is not in default under this Lease, the County may purchase any particular

item of equipment on the lease termination date, or any renewal thereof, at the fair market value of the equipment. Fair market value shall be determined by reference to recent sales of used equipment of similar type and condition and/or by reference to the Green Guide Construction Equipment, published by PriMedia Books, current as of the time the County exercises the purchase option. If the parties cannot agree on the fair market value based upon sales of similar equipment or by use of the Green Guide Construction Equipment, the parties agree to have the Equipment valued by an independent appraisal company, mutually agreed upon, specializing in this type of equipment, and to equally divide the cost of such appraisal. To exercise the purchase option the County must notify the Lessor sixty (60) days prior to the end of the initial Lease Term, or applicable renewal term.

**5. Assignment.**

A. No assignment of the payments under this Lease, or assignment of any right or obligation hereunder may be made by the County or by the Lessor without the prior written consent of the other. In the event that the Lessor assigns this Lease with permission of the County, the assignee shall agree in writing to assume all obligations contained within this Lease, including all maintenance responsibilities described herein upon failure of the Lessor to fulfill such maintenance obligations. Failure of assignee to assume all responsibilities hereunder shall void the assignment. Lessor shall remain liable for its performance under this Lease regardless of any assignment. The County shall have the right to review the assignment and shall be provided a copy of any associated documents perfecting the assignment.

B. Assignments shall be in the form and manner set forth in **Exhibit B**, attached hereto and incorporated herein by reference. The County shall not make any payments to assignee, until such time as a copy of the fully executed Assignment is delivered to the County.

**6. Service and Use of Equipment.** Lessor shall provide, at no cost to the County, operator training to County sufficient to ensure efficient operation of the Equipment and shall provide at least two (2) copies of service, parts and operator's manual to County. County shall only be responsible for daily fueling, checking of fluid levels and adding fluid if necessary, and/or greasing of fittings if required. Otherwise, all service, maintenance and repairs shall be the responsibility of the Lessor and shall be conducted in accordance with the following:

A. **Operational Condition.** The Equipment shall be well maintained in top operating condition with 100% of all parts, components, and systems operational. All pin, hitches and moving parts shall be tight and within manufacturer's standards or tolerances. Engines, transmissions, drive axles, and hydraulic systems shall be in peak operational condition at all times absent of leaks, blowby, reduced hydraulic pressures or driveline noise.

B. **Downtime.** Should the Lessor fail to complete the required service, maintenance, or repairs and return the Equipment to duty, or should the Lessor fail to supply the necessary parts or labor to effect the repair within forty-eight (48) continuous hours, including holidays, Saturdays and Sundays, from telephonic notification, followed by written confirmation, by the County to the Lessor, a delay charge equal to eight hundred dollars (\$800.00) per calendar

day, per unit shall be deducted from any leasing charge or maintenance fee schedules. Lessor shall be given the option of furnishing like equipment in lieu of the delay charge. Delay charges shall not be charged when the delay is a result of a natural disaster.

C. Transportation. All transportation for service, maintenance and repair shall be the responsibility of the Lessor.

Lessor shall be entitled to inspect the Equipment during regular business hours at County's place of business. County shall not install any accessory or device on the Equipment, except for such as may be removed without affecting the originally intended function or use of the Equipment. The County shall be entitled to unlimited usage of the Equipment during the Lease Term.

## **7. Scope of Service, Maintenance and Repair.**

A. General. The Lessor shall be responsible for all service, maintenance and repair, both scheduled and unscheduled during the Lease Term in accordance with the following:

1) This agreement includes all parts, filters, oils, and other fluids (excluding top-off lubricants and fuel), delivery freight charges, labor travel time and/or mileage charges to complete recommended preventive maintenance, oil sampling at 250 hours, and to complete any repairs not covered by warranty during the contract term.

2) Special arrangements may be made to complete repair work on Saturdays, Sundays, or holidays if the County grants permission to access the machine during those days. Lessor must approve all requests for overtime labor before work begins.

3) Lessor shall furnish all tools and equipment necessary for normal field adjustment of the equipment.

4) Parts orders received by Lessor Monday through Friday, 7:30 am to 1:30 pm, will be shipped the same day. Parts required for warranty repair are shipped for delivery the next business day, excluding Saturdays, Sundays, and holidays.

5) Lessor will assume that cosmetic damage is normal wear and tear, and since all maintenance and repair is the responsibility of the Lessor, no claim for damages based upon abnormal wear and tear shall be made. Cosmetic damage shall include minor scratches or dents, but shall not include the following specifically limited items: (1) large dents covering 25% or more of the individual parts surface area in the sheet metal; (2) guards; (3) broken glass; or (4) broken lights so long as such things are not caused by the negligence of the Lessor. The following shall also apply:

a. Lessor must provide immediate inspection at the time the Equipment is returned to Lessor by the County, or else Lessor

waives any claims it may have regarding damage to the Equipment.

- b. Lessor must provide an estimate to repair the non-cosmetic damage to the Lessee.
- c. County has the right to fix the non-cosmetic damage within a reasonable amount of time if Lessor's repair estimate is deemed unacceptable by the Lessee.

**B. Repair Requests.**

- 1) All requests for scheduled service or repairs will be directed to the Lessor.
- 2) Requests for PM service must be requested a minimum of one week prior to the next scheduled interval and will be completed during normal business hours.
- 3) If repairs are required, the Lessor will arrange on-site service response and will notify County immediately if the equipment is inoperable.

**8. County's Responsibilities.**

A. Lake County will be responsible for the daily fueling, checking of fluid levels (adding if necessary), and/or greasing of fittings (if required).

B. Lake County will be responsible for completing mandatory daily and weekly maintenance and inspection requirements as outlined in the Lessor's service manual and the engine manufacturer's maintenance schedule.

C. The County is required to report any failure of the wheel loader's hour meter.

**9. Return of Equipment.** With respect to the Equipment, upon termination of this Lease, or any renewal thereof, or if the above option to purchase is not exercised, the County shall return the Equipment, at the Lessor's expense, to Lessor at a location designated by the County.

**10. Disclaimer.** County agrees that the Equipment has been selected by the County; the Equipment has been inspected by the County and County is satisfied that the Equipment is suitable for its purpose; Lessor is not the manufacturer of Equipment; and Lessor has not made any express warranties regarding this Equipment.

**11. Insurance.** County shall maintain public liability insurance on the Equipment with a minimum liability limits in the amount of \$1,000,000.00 per occurrence for bodily injury, including death, and in the minimum amount of \$250,000.00 per occurrence for property damage. County shall deliver to the Lessor, upon request, certificates or other evidence

satisfactory to Lessor that insurance is maintained as required under this Lease. Lessor shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and which are acceptable to the County. Lessor shall not commence work under the Agreement until the County has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

- (iii) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear all applicable liability insurance policies.

- (iv) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

- (v) Certificates of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

- (vi) Certificates of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

- (vii) Lessor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the County evidencing coverage and terms in accordance with the Lessor's requirements.

(viii) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(ix) All deductibles or self-insurance shall appear on the certificates and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retentions, or the lessor and/or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(x) The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the lessor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or subcontractor, nor a failure to disapprove that insurance, shall relieve the lessor or subcontractor of full responsibility for liability, damages, and accidents as set forth herein.

**12. Loss or Damage.**

A. All risk of loss or damage to the Equipment shall be the responsibility of the County, with exception of loss or damage resulting from the failure of Lessor to maintain the Equipment in accordance with this Lease. If any unit becomes stolen, destroyed or irreparably damaged from any cause other than from acts of the Lessor during the Lease Term, County shall give Lessor prompt notice thereof. County shall, in its sole discretion, elect to use the proceeds from any insurance claim to be applied to the repair of the Equipment or to payment of any obligation hereunder.

B. The County shall be responsible for injury or death of any person, to the extent permitted by section 768.28, Florida Statutes that arises out of County's possession, use, operation or storage of the Equipment.

**13. Fees and Property Taxes.** Unless otherwise provided herein, the County shall not be responsible for any taxes and fees.

**14. Event of Default.** A party shall be in default of this Lease by failing to perform or observe any covenant or condition contained herein that such party is required to perform and where such failure continues for a period of ten (10) days after written notice thereof is sent to the defaulting party by the non-defaulting party.

**15. Remedies.** Upon default by either party under this Lease, the non-defaulting party may avail itself of any remedy available pursuant to Florida law, including terminating the remainder of this Lease agreement.

**16. Termination.** This Agreement may be terminated by the County upon thirty (30) days advance written notice to the other party.

A. Termination for Cause. Termination by County for cause, default, or negligence on the part of Lessor shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

B. Non-appropriation of Funds. If funds are not budgeted and appropriated in any fiscal year for payments hereunder for the then current or succeeding fiscal year, this Lease shall impose no obligation on the County as to such current or succeeding fiscal year and shall become null and void except as to the lease payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of Lessor, its successors and assigns. If the provisions of this section are used by the County, the County agrees to notify Lessor, or its assigns, immediately if funds are not budgeted and to surrender peaceably possession of the equipment to Lessor or its assignee.

**17. Notices.** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to Lessor:

If to County:

County Manager  
Lake County Administration Bldg.  
Post Office Box 7800  
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

**18. Scope of Agreement.** This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**19. Waiver.** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

**20. Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**21. Public Records.** Pursuant to Section 119.0701, Florida Statutes, Lessor shall comply with the Florida Public Records' laws, and shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein.

B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Lessor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: County, through its Board of County Commissioners, signing by and through its Chairman on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 and by Lessor through its duly authorized representative.

**LESSOR**

\_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY**

ATTEST:

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Neil Kelly, Clerk of the Board  
of County Commissioners  
of Lake County, Florida

\_\_\_\_\_  
Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Approved as to form and legality:

\_\_\_\_\_  
Sanford Minkoff, County Attorney

**EXHIBIT A: EQUIPMENT AND PAYMENT SCHEDULE**

**Equipment:**

**Number:**

**Delivery Date:**

**Payment Terms:**

**Service Facility:**

**Total\*:**

\*Total includes full warranty and full maintenance on all units for the term of the Lease. All equipment shall satisfy all specifications set forth below.

## EXHIBIT B: ASSIGNMENT AGREEMENT

### ASSIGNMENT AGREEMENT

RE: That certain Operating Lease and Maintenance Agreement Between Lake County, Florida and \_\_\_\_\_, for Motor Graders (hereinafter collectively referred to as the "Lease") and entered into by and between \_\_\_\_\_, as "Manufacturer", and \_\_\_\_\_, as "Finance Company."

#### RECITALS

**WHEREAS**, Manufacturer desires to sell, transfer, and assign to Finance Company (1) all of its right, title and interest in and to the Lease and all rights and remedies thereunder, (2) all of the items of equipment more fully described in the Lease Schedule (the "Equipment"), (3) all proceeds of the foregoing, and (4) all lease payments and other sums due and to become due under the Lease Schedule (the "Payments") (all of the foregoing are collectively hereinafter referred to as the "Assets").

**WHEREAS**, in order to induce Finance Company to finance and take assignment of the Assets from Manufacturer, Manufacturer has agreed to certain representations, warranties, and covenants (as detailed herein); Finance Company intends to finance and take assignment of the Assets in reliance on such representations, warranties and covenants;

**NOW, THEREFORE, IN CONSIDERATION OF** the above premises and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Representations, Warranties and Covenants.** In consideration of the purchase price paid (or to be paid to Manufacturer), Manufacturer hereby sells, transfers, and assigns to Finance Company all of its right, title and interest in and to the Assets. Manufacturer hereby represents, warrants and covenants to Finance Company that: (a) Manufacturer has delivered to Finance Company an original of the Lease and all documents related thereto (the "Documents"). The Documents represent true, correct and complete originals of the documents executed by Manufacturer under the Lease. Each of the Documents are duly executed by the County are genuine, valid, and enforceable in accordance with their terms. (b) All of the names, addresses, descriptions of Equipment and other statements of fact contained in the Lease are true and correct. (c) There are no agreements between Manufacturer and County in connection with the Lease, except as contained in the Documents provided to Finance Company by Manufacturer. No express or implied warranties have been made by Manufacturer to County except as contained in the Documents provided to Finance Company by Manufacturer. (d) Finance Company shall have good and marketable title to all of the Assets, free and clear of all liens, claims, security interests and encumbrances on and as of the date hereof. Manufacturer shall have no authority, without Finance Company's prior written consent, to repossess or consent to the return of the Equipment, or to modify the terms of the Lease. (e) All of the Equipment has been delivered to County's address indicated in the Lease, properly installed and in good working order, condition and repair, conforming to specifications. (f) Manufacturer shall provide all required maintenance and service of the Equipment to the satisfaction of County. Finance Company shall additionally assume and shall be responsible for performing any obligations of Manufacturer in respect of the Equipment, including all maintenance responsibilities to the satisfaction of County (g) As of the date of this Assignment Agreement, Manufacturer has no knowledge of any facts which may impair the validity of the Lease, or would constitute a default under the terms or the Lease, or if presented or disclosed to Finance Company would have materially influenced Finance Company's decision to purchase and take assignment of the Lease. Manufacturer has not committed any fraudulent act or participated in any fraudulent activity in connection with the Lease or the Equipment. (h) Manufacturer has not received any security deposits, advance rent payments, or other monies from County, except as previously disclosed. (i) County is a state, territory, or possession of the United States, or fully constituted political subdivision or agency of any of the foregoing, or the District of Columbia. (j) Manufacturer has complied and will continue to comply with all bidding requirements applicable to the Lease and with all requirements of any applicable Request for Proposal or other purchase or offering document issued by the County in connection with the Lease (the "RFP") including, without limitation, those applicable to the Equipment (and any services to be provided by Manufacturer) and all federal and state statutes and regulations governing equal employment

opportunity, affirmative action and environmental protection. (k) Manufacturer is the entity which submitted the proposal in response to the RFP. (l) County has complied fully with all applicable laws governing the approval and execution of the Lease, including without limitation open meetings, public bidding and appropriations. (m) the Equipment will be used solely by County in connection with its governmental and proprietary functions and will not be used by or for the benefit of any private entity. (n) Manufacturer shall not take any action (or fail to take any action) which causes the Lease to be cancelled or otherwise terminated by County. (o) Manufacturer shall indemnify and hold harmless Finance Company and its affiliates, subsidiaries, employees, officers and agents from any and all losses, claims by or against Finance Company, liabilities, demands and expenses whatsoever, including reasonable attorney's fees and costs, arising out of or in connection with any breach by Manufacturer of its representations, warranties, covenants or obligations, and shall, at Finance Company's request, purchase the Lease and the Equipment from Finance Company for an amount equal to the Net Book Value (as such term is defined below) thereof. Upon receipt of such Net Book Value, Finance Company shall sell, transfer and assign to Manufacturer all of their right, title and interest in and to the Lease and the Equipment **AS-IS, WHERE-IS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.** In the event Finance Company is deemed by any third party to be a Contractor or a sub-contractor under the RFP and Finance Company determines in its sole judgment that it does not comply with any provision of the RFP which would be applicable thereto, in which case the purchase of the Lease shall be effective as of the day preceding the date on which Finance Company is deemed to be a Contractor.

**IN WITNESS WHEREOF**, the parties have signed this Assignment Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_